

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N/A		PAGE OF PAGES 1 63	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE JAN 23, 2002		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) SPEC. NO. 1037	
6. ISSUED BY DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SACRAMENTO SACRAMENTO, CALIFORNIA 95814-2922		CODE		7. ADMINISTERED BY (If other than Item 6) DISTRICT ENGINEER U.S. ARMY ENGINEER DISTRICT, SACRAMENTO 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922 ATTN: CONTRACTING DIVISION		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(✓)		9A. AMENDMENT OF SOLICITATION NO. DACA05-02--R-0003	
				X		9B. DATED (SEE ITEM 11) N/A	
						10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A	
						10B. DATED (SEE ITEM 13) N/A	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

NOTE: ITEM 13 BELOW IS N/A.

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. N/A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority) N/A

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Medical Clinic Replacement/Dental Clinic Alteration
Edwards AFB, California

Note: The Receipt of Proposals has been changed to : February 11, 2002 at 11:00 a.m.

2 Encl.

1. Revised Pages: CCR Requirement, Table of Contents, Front End Page (1,2,5,6, 7, 8,9, 10, 11, 12, 13, 14, 20, 21 ,22 ,25, 26, 27, 28,29, 30, 37,40, 41, 42,51,54,55, 56, 58,72, 73, 74, 77, 124, 125, 126, 127, 182A thru 182T, 189)
2. Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

CONTINUATION PAGE
to
AMENDMENT NO. 0002

DACA05-02-R-0003
Medical Clinic Replacement/Dental Clinic Alteration
Edwards AFB, CA
Spec. No. 1037

Clarification Notes:

1. Please DELETE DD Form 1707 in its entirety.
2. Please DELETE Attachment No. 5 (Compliance Statement) in its entirety

This solicitation incorporates DFARS Clause 252.204-7004, Required Central Contractor Registration. In accordance with this clause, you must be registered in the Department of Defense (DoD) CCR database in order to be eligible for contract award. If you intend to submit an offer for this procurement and are not already registered, you are urged to do so immediately via the Internet. The DOD CCR World Wide Web home page address is: <http://www./ccr2000.com>. The Defense Logistics Services Center also has a CCR web site at <http://www.ccr.dlsc.dla.mil/> which includes an instructional guide.

A "Data Universal Numbering System" (DUNS) number is a mandatory data element for registering. If you do not have a DUNS number, contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. More information about the DUNS number is available from Dun and Bradstreet's Internet home page at <http://www.dnb.com/>.

A "Commercial and Government Entity" (CAGE) code is another mandatory data element for being registered in the CCR. However, if registration forms from USA companies are submitted without the CAGE code, one will be assigned as *part* of the Central Contractor Registration process.

DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant through a method other than the Internet may take up to 30 days.

Your prompt attention to this matter is vital. Offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

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COVER SHEET
CENTRAL CONTRACTOR REGISTRATION (CCR)
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DD FORM 1707

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NO.</u>
00010	SOLICITATION, OFFER AND AWARD (STANDARD FORM 1442) AND PRICING SCHEDULE	
00100	INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS/ OFFERORS AND EVALUATION CRITERIA FOR AWARD	9/209
00110	PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS	31/209
00120	PROPOSAL EVALUATION AND CONTRACT AWARD	31/209
00600	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS/OFFERORS	59/209
00700	CONTRACT CLAUSES	78/165
00800	SPECIAL CONTRACT REQUIREMENTS	183/165
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ATTACHMENT

- 1 SUBMISSION OF EFT INFORMATION TO THE PAYMENT OFFICE
- 2 PREAWARD DATA
- 3 SUBCONTRACTING PLAN
- 4 PROPOSAL COVER SHEET
- 5 ~~COMPLIANCE STATEMENT~~
- 6 DRAWING LIST

TECHNICAL SPECIFICATIONS

(SEE TECHNICAL SPECIFICATIONS' TABLE OF CONTENTS FOR
SPECIFICATION SECTIONS INCLUDED IN THIS SOLICITATION/CONTRACT)

DRAWINGS (SEPARATE PACKAGE) (LIST OF DRAWINGS-SECTION 00700)

NOTE:

AS A MINIMUM ANY CONTRACT AWARDED AS A RESULT OF THIS
SOLICITATION SHALL CONSIST OF THE FOLLOWING DOCUMENTS:

STANDARD FORM 1442, SECTIONS 00010, 00700, 00800, TECHNICAL
SPECIFICATIONS AND DRAWINGS, AND ATTACHMENTS AS DESCRIBED IN
CONTRACT DOCUMENT.

SECTION 00600, AS COMPLETED BY AWARDEE, IS INCORPORATED INTO
ANY RESULTANT CONTRACT BY REFERENCE.

THESE SECTIONS 00100, 00110 AND 00120 **ARE** INCLUDED FOR SOLICITATION
PURPOSES ONLY. THIS SECTION WILL BE REMOVED, MAINTAINED IN THE
CONTRACT FILE AND NOT MADE PART OF THE CONTRACT.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. DACA05-02-R-0003	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 02-Jan-2002	PAGE OF PAGES 1 OF 209

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W62N6M-1303-3171	6. PROJECT NO.
7. ISSUED BY DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, SACRAMENTO 1325 J STREET SACRAMENTO CA 95814-2922 TEL: (916) 557-5238 FAX: (916) 557-7842	CODE DACA05	8. ADDRESS OFFER TO (If Other Than Item 7) ATTENTION: CONTRACTING DIVISION CODE
9. FOR INFORMATION CALL:	A. NAME Mr. Tom Hart	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 916.557.5208

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Medical Clinic Replacement/
Dental Clinic Alteration at Edwards AFB, CA
Spec. No. 1037

Description: Construct a Medical Clinic, approximately 4,400 sm, along with renovation of approximately 500 sm of an existing Dental Clinic for other clinic functions, and a 100 sm Ambulance Shelter. The Clinic will have a reinforced concrete foundation and floor slab, moment resisting steel frame, cast-in-place concrete floor on composite steel deck and composite beams and girders, and a steel deck on open web steel joists on wide flange beams roof system. Work will include all required utilities, information systems, building systems, and site work. Work also includes demolition of outlying structures, including the existing hospital, and will involve hazardous materials removal.

Estimated Cost Range: \$10,000,000.00 to \$25,000,000.00

Any Contract awarded under this solicitation will be made pursuant to Public Law 100-656, Small Business Competitiveness Demonstration Program.

11. The Contractor shall begin performance within 10 calendar days and complete it within 840 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☐ mandatory, ☐ negotiable. (See FAR 52.211-10.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT (If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and See Sect. 00110 copies to perform the work required are due at the place specified in Item 8 by 11:00 A.M. (hour) local time 2/11/02 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>	
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>	
CODE	FACILITY CODE		

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
---------	------------------------

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT

☐ 10 U.S.C. 2304(c)

☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT

(Contractor is required to sign this document and return _____ copies to issuing office.)

Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

PRICING SCHEDULE

BASE SCHEDULE

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

LINE ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0001	Construct a new Medical Clinic, to the 2 meter Building Line, Complete. (Except Option Items listed Below.)	1	JOB	LUMP SUM	\$ _____
0002	Site Work and Utilities Outside the 2 meter Building Line, Complete. (Except Option Items listed Below.)	1	JOB	LUMP SUM	\$ _____
0003	Building Demolition, Complete. (Except Option Items Listed Below.)	1	JOB	LUMP SUM	\$ _____
0004	Hazardous Material Abatement (Except Option Items Listed Below.)				
0004AA	Asbestos-containing Pipe Insulation. (Except Option Items Listed Below.)	6.1*	LM (Linear Meters)	\$ _____	\$ _____
0004AB	Asbestos-containing Paneling. (Except Option Items Listed Below.)	18.3*	LM (Linear Meters)	\$ _____	\$ _____

***Estimated Quantity**

0004AC	Drywall/Joint Compound (Except Option Items Listed Below.)	60.4*	SM (Square Meters)	\$ _____	\$ _____
0004AD	Lead Paint (Except Option Items Listed Below.)	_____	SM (Square Meters)	\$ _____	\$ _____

TOTAL
ESTIMATED
BASE PRICE \$ _____
 (TOTAL OF
 LINE ITEMS
 0001 THRU 0004D)

OPTIONS

0005	Renovation of Dental Clinic in its Entirety.	1	JOB	LUMP SUM	\$ _____
0006	Landscaping, including planting and irrigation, as indicated on Drawings.	1	JOB	LUMP SUM	\$ _____
0007	Changing Logistics Building Roof from "Flat" Modified Bitumen to a Curved Metal Roof.	1	JOB	LUMP SUM	\$ _____
0008	Construction of Ambulance Shelter in its Entirety.	1	JOB	LUMP SUM	\$ _____

TOTAL
 OPTIONS
 PRICE \$ _____
 (TOTAL OF
 LINE ITEMS
 0005 THRU 0008)

TOTAL
ESTIMATED PRICE \$ _____
 (TOTAL OF
ESTIMATED BASE
 PRICE PLUS
 TOTAL OPTIONS PRICE)

***Estimated Quantity**

1. Prices must be submitted on all individual items of this Pricing Schedule. Failure to do so may cause the proposal to be determined "unacceptable".
2. If a modification to a price based on unit price is submitted which provides for a lump sum adjustment to the total estimated price, the applications of the lump sum adjustment to each unit price in the Pricing Schedule must be stated. If it is not stated, the bidder/offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Pricing Schedule.
3. The bidder/offeror shall distribute his indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Government will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may cause the proposal to be determined "unacceptable".
4. The lump sum, "LS", line items above are not "estimated quantity" line items and therefore are not subject to the Variation in Quantity contract clause.
5. The successful bidder/offeror grants the options listed in the Pricing Schedule to the Government. This option may be exercised any time up to 30 days after receipt of Notice to Proceed. Exercise of the option occurs upon mailing of written notice to the Contractor. Exercise will be made by the Contracting Officer. The price for exercise of the option includes all work and effort associated with the scope of that item. No additional time for contract completion will be allowed when an option is exercised. The given contract completion time was formulated to include time necessary to perform all option work.
6. EFARS 52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)
 - (a) For the purpose of initial evaluation of bids/offers, the following will be utilized in resolving arithmetic discrepancies found on the face of the Pricing Schedule as submitted by bidders/offerors:
 - (1) Obviously misplaced decimal points will be corrected;
 - (2) Discrepancy between unit price and extended price, the unit price will govern;
 - (3) Apparent errors in extension of unit prices will be corrected;
 - (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
 - (b) For the purpose of bid/offer evaluation, the Government will proceed on the assumption that the bidder/offeror intends the bid/offer to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid/offer will be so reflected on the abstract of bids/offers.
 - (c) These correction procedures shall not be used to resolve any ambiguity concerning which bid/offer is low.
7. **Davis-Bacon Act Wage Determinations for Option Periods**
 - a. Upon exercise of an option to extend the term of the contract, the most current Davis-Bacon Act wage determination(s) from the same schedule(s) as the wage determination(s) incorporated into the contract will be incorporated into the contract.
 - b. In accordance with FAR 52.222-30, Davis-Bacon Act-Price Adjustment (None or Separately Specified Pricing Method), provided in full text in Section 00700, no adjustments in contract price will be made as a result of incorporation of the new wage determination(s). The solicitation provides the opportunity to bid or propose separate prices for each option period. The option prices may include an amount to cover estimated increases.

7. ~~The successful bidder/offeror grants the options listed in the Pricing Schedule to the Government. This option may be exercised any time up to 30 days after receipt of Notice to Proceed. Exercise of the option occurs upon mailing of written notice to the Contractor. Exercise will be made by the Contracting Officer. The price for exercise of the option includes all work and effort associated with the scope of that item. No additional time for contract completion will be allowed when an option is exercised. The given contract completion time was formulated to include time necessary to perform all option work.~~

EXPLANATION OF ~~BID~~ OPTIONS

GENERAL: This section comprises an explanation of the ~~bid~~ options identified in the ~~bidding~~ **pricing** schedule for each area of work. The ~~bidding~~ **pricing** schedule and the work shown on the contract drawings should be worked together to identify the various work to which each ~~bid~~ option shall apply. The Contractor shall ~~bid~~ **price** the work under ~~all the applicable base bid category or bid line items and all option line items~~ for the specific work areas identified in the ~~bidding~~ **pricing** schedule. This section is a general scope of work for the ~~bid~~ options described in the ~~bidding~~ **pricing** schedule and is not intended to be all encompassing in the descriptions. All work specified herein shall be accomplished in accordance with the details shown on the contract drawings and the requirements prescribed in the specifications. The contract drawings delineate the limits of the ~~bid~~ options.

(d) 1. Option Item No. 1 - The renovation of the Dental Clinic.

This ~~bid~~ option involves partially renovating the southwest portion of Building #5513 to Physical Therapy as shown on the contract drawings. All renovation is part of Option Item No. 1.

(e) 2. Option Item No. 2 - Landscaping, including planting and irrigation.

This ~~bid~~ option involves planting and irrigation, as indicated on the drawings, that is part of Option Item No. 2.

3. Option Item No.3 - Changing the logistics building roof from a "flat" modified bitumen to a curved metal roof.

In lieu of providing a "flat" modified bitumen roof system (which part of the base bid), a curved metal roof system will be provided, as indicated on the drawings and specifications. The curved roof, less the cost for the "flat" modified bitumen, is part of Option Item No. 3.

4. Option Item No.4 -. The construction of the Ambulance Shelter in its entirety.

The construction of the Ambulance Shelter and all associated work as shown on the contract documents is part of Option Item No. 4.

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.0214-4581

INQUIRIES (JUL 2000)

Prospective ~~bidders~~ **offerors** should submit inquiries related to this solicitation in accordance with the following (collect calls will not be accepted):

(1) For information related to ordering solicitation packages, amendments, the time and dates ~~of bid openings~~, and for copies of the solicitation mailing list, please check our website at the following URL: <http://ebs.spk.usace.army.mil>. If the site is temporarily unavailable, please FAX your inquiry to our Plan Room at (916) 557-7842

(2) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language):

Contract Specialist: Mr. Tom Hart
Telephone: (916) 557-5208
FAX: (916) 557-7854.

For ~~bid~~ results go to the Sacramento District, Contracting Division website <http://ebs.spk.usace.army.mil>. If this site has no ~~bid~~ information, call the Contract Specialist above.

(3) All **technical** questions on the specifications or drawings must be submitted in writing using one of the following:

MAILING ADDRESS:

Department of the Army
U.S. Army Engineer District, Sacramento
Contracting Division (Attn: Mr. Tom Hart)
1325 J Street
Sacramento CA 95814-2922

FAX: (916) 557-7854, Attn: Mr. Tom Hart

E-MAIL: thart@spk.usace.army.mil, AND mshupp@spk.usace.army.mil .

(4) Please include the solicitation number, the project title, the location of the project, the full name of your company and your telephone and FAX numbers in your correspondence. Written inquiries should be received by this office not later than 14 calendar days prior to the date set for bid opening.

(5) Oral explanations or instructions are not binding. Changes to the solicitation can only be made by an amendment to the solicitation.

52.0214-4582 DIRECTIONS FOR SUBMITTING BIDS/PROPOSALS (APR 1992)

Envelopes containing bids/offers must be sealed, marked and addressed as follows:

MARK ENVELOPES:

Solicitation No.

DACA05-02-R-0003

Proposal Opening/Offer Closing Date: **February 11, 2001**Bid Opening/Offer Closing Time: **11:00 AM** (LOCAL TIME)

ADDRESS ENVELOPES TO:

Department of the Army
U.S. Army Engineer District, Sacramento
Corps of Engineers
ATTN: Contracting Division, Room 870
1325 J Street
Sacramento CA 95814-2922

SPECIAL INSTRUCTION PERTAINING TO HAND-CARRIED OFFERS:

Hand-carried offers must be delivered to: The Building Lobby at 1325 J Street, Sacramento, CA.

Due to security precautions, all Corps of Engineers visitors are now required to check in at the Security Desk in the Building Lobby and must be escorted within the building. Offerors are no longer permitted to hand-carry their offers directly to Contracting Division. Offers can **NOT** be turned-in at the Security Desk or left unattended at the Security Desk or elsewhere in the Lobby.

The contract specialist will be in the Building Lobby 20 minutes prior to the closing time to accept hand-carried offers.

Offerors who desire to hand-deliver their offers at an earlier time must notify the contract specialist in advance in order to arrange to be met in the Building Lobby by Contracting Division personnel. In the event the contract specialist cannot be reached, please call the main Contracting Division telephone number, (916) 557-5201, in order to request assistance.

Please ensure that all courier and delivery personnel are aware of these procedures.

52.0209-4501 CONTRACTOR RESPONSIBILITY, PREAWARD SURVEY (JUL 1995)

In order to determine a contractor's responsibility for purposes of contract award in accordance with FAR Part 9, the contractor is required to provide a statement regarding previous experience and past performance in performing comparable work, information related to the business organization, financial resources, and/or plant to be used in performing the work (see Attachments, Preaward Survey). All offerors will complete and return the Preaward Survey as part of the Price/Cost proposal. In order to be determined to be responsible a prospective contractor must:

- a. Have adequate financial resources to perform the contract or the ability to obtain them.
- b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- c. Have a satisfactory performance record. In making the determination of responsibility, the Government Contracting Officer shall consider relevant past performance information. A prospective contractor shall not be determined responsible or nonresponsible solely on the basis of a lack of relevant performance history except when there are special standards set forth in the solicitation which applies to all bidders that must be met in order to receive the award. These special standards may be necessary when

unusual expertise or specialized facilities are necessary in the performance of the contract; therefore, in order to be determined to be responsible for that particular contract, the offeror must be able to meet those special standards. A prospective contractor that is or recently has been seriously deficient in contract performance shall be presumed to be nonresponsible unless the Contracting Officer determines that the circumstances were beyond the contractor's control or that the contractor has taken appropriate corrective action. Other responsibility considerations by the Contracting Officer will include past efforts by the contractor to apply sufficient tenacity and perseverance to perform acceptably, to meet quality requirements of contracts, and the contractor's past compliance with subcontracting plans (if required) under recent contracts.

d. Have a satisfactory record of integrity and business ethics.

e. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

f. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.

g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

If the contractor or subcontractor does not already have sufficient resources demonstrated in the completed Preaward Survey, acceptable evidence of "the ability to obtain" the required, adequate resources (all of the resources discussed in subparagraphs a, e, and f above) normally consists of a commitment or explicit arrangement that will be in existence at the time of contract award to rent, purchase or otherwise acquire the needed facilities, equipment, other resources, or personnel.

The Preaward Survey as a tool used by the Government in determining responsibility of the offeror is submitted as part of the Price/Cost proposal and is separate from the technical proposal's response to the technical evaluation criteria found later in this Section. Some of the information required from the offeror for completion of the Preaward Survey and the technical proposal may be duplicative but it is necessary that the information be provided in full in both places and that the Price/Cost proposal and the Technical proposal be separate documents. DO NOT state, for example, in the technical proposal, "See Price/Cost proposal for past performance information".

52.0211-4805 AVAILABILITY OF CORPS OF ENGINEERS PUBLICATIONS
DESCRIPTIONS (AUG 1998)

a. Corps of Engineers publications are available for inspection at the following location:

U.S. Army Corps of Engineers, Sacramento District
1325 J Street
Engineering Division, District Library, 8th Floor
Sacramento, CA 95814-2922
Telephone Number (916) 557-6657

b. Construction Criteria Base (CCB). The Construction Criteria Base (CCB) system available through the National Institute of Building Sciences includes copies of Corps of Engineers methods and specifications. Documents that are available from this or other such sources will no longer be available directly from the Corps and should be obtained from those sources. Information about the CCB and ordering instructions can be obtained from:

National Institute of Building Sciences
1090 Vermont Ave., NW, Suite 700
Washington, D.C. 20005
Phone: 202/289-7800 (ask for CCB Information)

c. The Corps of Engineers manual, EM 385-1-1, Safety and Health Requirements Manual, is available on the Internet at the following location:
<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/>.

52.0215-4583 TELEGRAPHIC OFFERS (JUL 2000)

TELEGRAPHIC OFFERS ARE NOT ACCEPTABLE.

However, offers may be modified or withdrawn by telegraphic notice. Any telegram to modify an offer sent to this office must be received in the office designated in the solicitation for receipt of offers not later than the exact date and time set for receipt of offers. A telegraphic modification of an offer received in such office by telephone from the receiving telegraph office not later than the exact date and time set for receipt of offers shall be considered. However, the telephone message shall be confirmed by the telegraph company by sending a copy of the written telegram that formed the basis for the telephone call. The written telegram shall be sealed in an envelope by a proper official and sent to the office designated in the solicitation for receipt of offers. The official shall write on the envelope (1) the date and time of receipt and by whom, and (2) the solicitation number, and shall sign the envelope. The offeror is responsible to inform the telegraph company of these requirements. No one from this office will be dispatched to the local telegraph office to pick up any telegram for any reason. An offer may be withdrawn by telegraphic notice received at any time prior to contract award.

52.0214-4584 FACSIMILE BIDS/OFFERS (APR 1992)

Facsimile bids/offers, modifications thereto, or cancellations of bids/offers will not be accepted.

52.0219-4581 PREPARATION OF SUBCONTRACTING PLAN (OCT 2000)

(a) See FAR 52.219-9, Section 00700, of this solicitation. Located in the Attachments Section of this solicitation is a sample Subcontracting Plan which will aid the Contractor in preparing a Subcontracting Plan in accordance with FAR 52.219-9(d)(1) through (d)(11). Subcontracting Plans will be developed considering only the subcontracts actually to be awarded. Subcontracting Plans are required only from large business firms if the contract price is over \$1 million; they are not required from small business firms regardless of the contract price.

(b) The sample Subcontracting Plan is attached to this solicitation for information purposes. Review of the Subcontracting Plan by the Government will be in accordance with FAR 19.705-4. For Request for Proposals, a Subcontracting Plan is required with submission of the proposal package.

(c) A Subcontracting Plan which proposes goals less than the recommended floors (minimums) below must contain support, in writing, for the lesser goals and discuss the Contractor's good faith effort to meet the recommended floors.

(d) In accordance with FAR 19.704 if the contract contains options, the cumulative value of the basic contract and all options is considered in determining whether a Subcontracting Plan is necessary. If a plan is necessary, the Subcontracting Plan shall contain separate parts, one for the basic contract and one for each option. It is necessary to address planned subcontracting dollars and percentages of total to be awarded to small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, and qualified nonprofit agencies for the blind and other severely disabled separately for the basic contract period and each option year. All other parts of the Subcontracting Plan only need to be addressed once.

(e) Subcontracts awarded to veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, women-owned small businesses, and qualified nonprofit agencies for the blind and other severely disabled count toward the overall small business goal. The Corps of Engineers has not been assigned a set goal for qualified nonprofit agencies for the blind and other severely disabled.

(f) Qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48) are eligible to participate in the program as a result of 10 U.S.C. 2410d and Section 9077 of Pub.L. 102-396 and similar sections in subsequent Defense Appropriations Acts. Under this authority subcontracts awarded to such entities may be counted toward the prime contractor's small business subcontracting goal.

(g) Contact LA DISTRICT - Mr. Daniel Hanas (213)452-3937, Deputy for Small Business, with questions on the Subcontracting Plan requirements and further instructions on submission of Standard Forms 294 and 295 as required by FAR 52.219-9. These forms with clarifying instructions will be furnished by the Deputy for Small Business to the Contractor's Subcontracting Plan Administrator after contract award.

(h) The accepted Subcontracting Plan will be incorporated into and made a material part of the contract.

(i) The Corps of Engineers highly encourages all bidders/offerors to meet the recommended subcontracting floors (minimums) as follows:

Small Businesses	62%
Veteran-owned Small Business	3%
HUBZone Small Business	1.5%
Small, Disadvantaged Businesses	10%
Women-Owned Small Businesses	5%

The goals are calculated as a percentage of the TOTAL SUBCONTRACTING DOLLARS, NOT THE TOTAL CONTRACT AMOUNT.

52.0228-4504 PERFORMANCE AND PAYMENT BONDS (MAY 2000)

The bidder/offeror whose bid/offer is accepted will, within the time established in the contract, furnish performance and payment bonds in accordance with FAR 52.228-15 incorporated by reference in Section 00700.

52.0228-4506 INDIVIDUAL SURETIES IN SUPPORT OF BID BONDS (AUG 1991)

Bidders/offerors utilizing individual sureties in support of a bid bond shall include a Standard Form (SF) 28 (Affidavit of Individual Surety), accompanied by a pledge of acceptable assets from each person acting as an individual surety, and include these with the SF 24 (Bid Bond), and the bid itself (see clause titled "Pledges of Assets," FAR 52.228-11).

Pledges of acceptable assets shall be in the form of (1) evidence of an escrow account and/or (2) a recorded lien on real estate. If this is an IFB, failure to provide pledges of acceptable assets, with the bid, in the specified form, accompanied by a properly executed SF 24 and SF 28, will render the bidder nonresponsible and thus ineligible for award. If this is an RFP, failure to provide required documentation described herein may cause the offeror to be deemed "unacceptable".

52.228-4507 BID GUARANTEE FORM AND AMOUNT (NOV 2000)

The offeror shall furnish a separate bid guarantee in accordance with the solicitation provision titled "Bid Guarantee", FAR 52.228-1. In accordance with FAR 28.101-2 the bid guarantee amount shall be at least 20 percent of the "bid price" but shall not exceed \$3 million. When the penal sum is expressed as a percentage, a maximum dollar limitation may be stated. If there are option line items on the Pricing Schedule (Section 00010), the term "bid price" is hereby defined as the total bid not to include any amount for line items designated as "options". In bids/proposals that contain "additives", the "bid price" is defined as the total of all bid items including additive line items. FAR 28.106-1 states that a Standard Form (SF) 24 shall be used for the bid bond. In accordance with FAR 28.202(a)(1), corporate sureties utilized must appear on the list contained in the Department of Treasury Circular 570 titled "Companies Holding Certificates of

an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of clause)

~~52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT CONSTRUCTION MATERIALS (FEB 2000)~~

~~(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Balance of Payments Program-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).~~

~~(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.~~

~~(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b) (3) (i) of the clause at FAR 52.225-9.~~

~~(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.~~

~~(d) Alternate offers.~~

~~(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b) (2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.~~

~~(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.~~

~~(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested~~

~~(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding, or~~

~~(ii) May be accepted if revised during negotiations.~~

~~(End of provision)~~

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Contracting Officer
1325 J Street, Room 870
Sacramento, California 95814

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) - ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract

awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--
January 22, 2002 at 10:00 a.m.

(c) Participants will meet at--
All Contractors shall meet at the Corps of Engineers Resident Office at 222 North Rosamond Blvd., Building 3759 at Edwards AFB, CA.

(d) Questions relative to this solicitation must be submitted to the Contracting Officer. Questions may be FAXed to Mr. Tom Hart at (916)557-7854 or E-MAILED to thart@spk.usace.army.mil.

(e) In accordance with Edwards AFB, CA, the Security Police require the following information for the contractors to have access to Edwards AFB on Wednesday the 09th of January:

(1) For each attendee for each firm, each offeror ~~shall~~ **must** provide: Name, last 6 **digits** of social security number, place of birth, date of birth, and citizenship. If the attendee is a non citizen their information will have to be forwarded through the Foreign Disclosure Office which may take up to 21 days for approval.

(2) All of the above information ~~shall~~ **must** be forwarded by each offeror directly to Mr. Joseph Hunt, Construction Inspector (95 CEG/CECC) Edwards AFB, 923524-8540, Telephone; (661) 277-3791, FAX; (661) 277-8301, E-mail; joseph.hunt@edwards.af.mil.

(3) Contractor personnel must have 2 forms of picture identification to get on base. One of the ID's may be a company picture badge or similar.

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

~~52.215-1 INSTRUCTIONS TO OFFERORS COMPETITIVE ACQUISITION (MAY 2001)~~~~(a) Definitions. As used in this provision—~~

~~"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.~~

~~In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.~~

~~"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.~~

~~"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.~~

~~"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.~~

~~(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).~~

~~(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.~~

~~(2) The first page of the proposal must show—~~

~~(i) The solicitation number;~~

~~(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);~~

~~(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;~~

~~(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and~~

~~(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.~~

~~(3) Submission, modification, or revision, of proposals.~~

~~(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.~~

~~(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and~~

~~(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or~~

~~(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or~~

~~(3) It is the only proposal received.~~

~~(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.~~

~~(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.~~

~~(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government~~

~~requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.~~

~~(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.~~

~~(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.~~

~~(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.~~

~~(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.~~

~~(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.~~

~~(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.~~

~~(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).~~

~~(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall~~

~~(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets], and~~

~~(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.~~

~~(f) Contract award. (1) The Government intends to award a contract or contracts~~

~~resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.~~

~~(2) The Government may reject any or all proposals if such action is in the Government's interest.~~

~~(3) The Government may waive informalities and minor irregularities in proposals received.~~

~~(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.~~

~~(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.~~

~~(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.~~

~~(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.~~

~~(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.~~

~~(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.~~

~~(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.~~

~~(11) The Government may disclose the following information in postaward debriefings to other offerors:~~

~~(i) The overall evaluated cost or price and technical rating of the successful offeror;~~

~~(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;~~

~~(iii) A summary of the rationale for award; and~~

~~(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.~~

~~(End of provision)~~

~~52.216-1 TYPE OF CONTRACT (APR 1984)~~

~~The Government contemplates award of a firm fixed contract resulting from this solicitation.~~

~~(End of clause)~~

~~52.233-2 SERVICE OF PROTEST (AUG 1996)~~

~~(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from~~

~~Contracting Officer
1325 J Street, Room 870
Sacramento, California 95814~~

~~(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.~~

~~(End of provision)~~

~~52.236-28 PREPARATION OF PROPOSALS CONSTRUCTION (OCT 1997)~~

~~(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.~~

~~(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including—~~

~~(1) Lump sum price;~~

~~(2) Alternate prices;~~

~~(3) Units of construction; or~~

~~(4) Any combination of paragraphs (b) (1) through (b) (3) of this provision.~~

~~(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.~~

~~(d) Alternate proposals will not be considered unless this solicitation authorizes~~

~~their submission.~~

~~(End of provision)~~

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/References/References.html>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) *Definitions.* Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

TAB 2: OFFEROR'S PROPOSED MANAGEMENT APPROACH

1. The Offeror's attention is directed to the clause titled "Substitution of Key Personnel and Subcontractors" located in Section 00800, Special Contract Requirements. A key subcontractor is defined as any subcontractor whose experience and past performance record is evaluated in conjunction with a "reference project" submitted as part of the Offeror's technical proposal. A key person is defined as any person whose resume is submitted for evaluation as part of the Offeror's technical proposal.
2. Utilize the outline format that follows these instructions to organize your submittal. You may supplement your narrative response with charts. You are limited to six pages total, including text and charts. If charts are used, ensure that they are not overly elaborate and are easy to read and understand. You may use 11 x 17 inch foldout sheets for the charts. Foldout sheets will be counted as one page; they may only be used for charts, not narrative.
3. A letter of commitment is required from all proposed key subcontractors *stating their intent to work on this project if contract award is made to the Offeror*. The letter must be on the business concern's letterhead and must be signed by a principal of the concern.
4. Key subcontractors are also requested to provide a letter of authorization that grants permission for the Government to discuss the key subcontractor's past performance with the Offeror. If this letter is not provided, the Government will not be able to clarify, communicate, or discuss the details of the key subcontractor's past performance with the Offeror during the evaluation process.

RESUME #____

CONSTRUCTION KEY PERSONNEL – EXPERIENCE, QUALIFICATIONS & COMMITMENT

1. Name and job title/position: *(If this job title differs from the one used in the solicitation to designate key personnel but the individual will be performing essentially the same functions, provide a cross-reference to the job title used in the solicitation.)*

2. Total Cumulative Number of years individual has worked in the above position:

3. Individual's current status: *(Current employee of the Offeror, prospective employee of the Offeror, key subcontractor employee, prospective employee of a key subcontractor, etc.)*

4. Name and address of individual's current employer: *(If other than the Offeror)*

5. Estimated percentage of his or her work time this person will be dedicated to the prospective contract in the capacity specified above:

____ Full time; ____ Over 75%; ____ Over 50%; ____ Over 25%; ____ 25% or Under

6. Additional duties and responsibilities this person will have under the prospective contract (i.e., other than in the capacity specified above):

7. Individual's relevant education: *(Degree(s)/Year/Specialization):*

8. Individual's active registration: *(If applicable)*

State: Year: Discipline:

9. Relevant Specialized Training: *(If applicable)*

10. Individual's specific qualifications and experience relevant to this project:

*(Provide any other information pertaining to the qualifications of this person for this project not specifically addressed above that directly relates to this person's qualifications for the **position**. A complete list of the individual's prior experience is neither required nor desired. Tailor the information provided to this acquisition.).*

11. REQUIRED ATTACHMENT: LETTER OF COMMITMENT

(Attach a letter of commitment from and signed by the proposed person stating his or her intent to work on this project if the Offeror is awarded the contract. The attachment is not included in the page limitation.)

12. OPTIONAL ATTACHMENT: RELEVANT LETTERS OF APPRECIATION: *(If the proposed key person received letters of appreciation, commendation, recommendation, etc. in conjunction with work in the same capacity on a relevant project, so indicate and attach copies. If the relevance of the project to this acquisition is not clear, explain. This attachment is not included in the page limitation.*

Note: The Government is not requesting the Offeror to submit letters written "after the fact" for the purpose of this solicitation.)

TAB 4: REFERENCE PROJECTS
DEMONSTRATING CONSTRUCTION TEAM CAPABILITY

a. Provide information and references on no more than 5 projects total which best demonstrate the capability of the Offeror's proposed project team (i.e., the prime contractor and/or key subcontractors) to successfully complete the current acquisition, using the specified format.

b. You are limited to 5 pages total for each project, including any optional graphic/visual representation(s) of the referenced project. Begin each referenced project on a new page.

c. The following guidance is provided in order to assist you in determining which projects to use as references.

--Select recent project(s) that were physically completed or accepted by the customer within five years of the issue date of this solicitation, or which are nearing completion.

--Select relevant project(s). The Government is interested in projects which demonstrate experience with:

--The construction (new work, additions, alterations, and repairs) of medical treatment facilities of approximately the same size, dollar value, and complexity as the current acquisition;

--Curved standing seam metal roofs;

--HVAC and electrical requirements of similar scope and complexity as the current acquisition;

--Information systems of similar scope and complexity; and

--Similar demolition requirements, including abatement of hazardous materials and demolition/removal of structures adjacent to existing structures.

d. In your discussion of the relevance of the referenced project to the current acquisition, provide detailed, specific information. Include any information necessary for the Government to determine the relevance of the referenced project to the current acquisition.

- **IMPORTANT NOTE:** If the Offeror provides a reference project performed by a subcontractor, state your intent to use the same subcontractor on the current acquisition and provide a letter of commitment from that key subcontractor (see TAB 2).

REFERENCE PROJECT #____
DEMONSTRATING CONSTRUCTION TEAM CAPABILITY

A. IDENTIFICATION OF THE CONSTRUCTION TEAM MEMBER WHOSE CONSTRUCTION EXPERIENCE AND PAST PERFORMANCE INFORMATION IS PROVIDED BELOW TO DEMONSTRATE THE CONSTRUCTION TEAM'S CAPABILITY: *(Provide firm name, business unit/division, if applicable, and complete address)*

B. GENERAL INFORMATION PERTAINING TO THE PROJECT PROVIDED AS A REFERENCE FOR THE CONSTRUCTION TEAM MEMBER:

1. Project Title and Location:
2. Complete name and address of customer/project owner (Government agency, commercial firm, or other organization):
3. Name and address of the prime contractor:
4. Prime contract/reference number:
5. **If the** construction team member was a subcontractor for this project, the name and address of the firm the construction team member was hired by and the applicable subcontract/reference number.
6. Construction team member's role on the referenced project: Prime Subcontractor Other:
7. Percentage and type of construction work on the referenced project self-performed by the construction team member:
8. Percentage and type of construction work on the referenced project subcontracted by the construction team member:

C. SPECIFIC CONTRACT INFORMATION: *(If the construction team member was a subcontractor on the above project, provide information pertaining to the construction team member's subcontract, not the prime contract.)*

1. Contract type: Fixed-Price or Cost-Reimbursement
2. Contract price for work performed by the construction team member:

Original: \$

Current or Final: \$:

If the above amounts differ, explain:

D. CURRENT STATUS OF CONSTRUCTION TEAM MEMBER'S CONTRACT: *(Choose one.)*

- Work completed, no further action pending or underway.
- Work completed, routine administrative action pending or underway.
- Work completed, claims negotiations pending or underway.
- Work completed, litigation pending or underway.
- Terminated for convenience.
- Terminated for default.
- Other (explain):

3. The targets will be incorporated into and will become a part of any resulting contract. Additionally, contractors with SDB participation targets will be required to report SDB participation during performance of the contract. (See the provision at FAR 52.219-24, Small Disadvantaged Business Participation Program Targets, located in Section 00600, and the clause at FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, located in Section ~~00800~~. **00700**)

4. Monetary incentives are not authorized for exceeding SDB subcontracting targets for this procurement (reference FAR 52.219-26, Small Disadvantaged Business Participation program—Incentive Contracting, located in Section ~~00800~~ **00700**).

5. THE TECHNICAL EVALUATION FACTORS AND SUBFACTORS:

The Technical Proposal will be evaluated based on the following technical evaluation factors and subfactors:

FACTOR 1: Proposed Management Approach

Subfactor 1a, Project Organization and Management

Subfactor 1b, Scheduling and Phasing of Major Activities

FACTOR 2: Construction Capability

Subfactor 2a, Construction Key Personnel – Experience, Qualifications, and Commitment

Subfactor 2b, Construction Experience

Subfactor 2c, Construction Past Performance

The comparative risk assessment of past performance information is separate from the responsibility determination required under FAR Subpart 9.1. Notwithstanding the above, both the past performance information collected by the Government and the pre-award survey information submitted by the Offeror with the Price Proposal may be used in conjunction with both the responsibility determination for this acquisition and in conjunction with the Government's evaluation of the Offeror's past performance record.

FACTOR 3: Socio-Economic Considerations

Subfactor 3a, Participation of Small Business Concerns, Historically Black Colleges and Universities, and Minority Institutions

Subfactor 3b, Small Disadvantaged Business Participation under the Authorized SIC Major Groups/NAICS Industry Subsectors and Construction Regions

IMPORTANT CLARIFICATIONS:

The Government is interested in “what you did” under the Experience *subfactor*.

The Government is interested in “how well you did it” under the Past Performance *subfactor*.

6. RELATIVE WEIGHTING OF THE TECHNICAL EVALUATION FACTORS AND SUBFACTORS:

Factor 2 is the most important Factor.

Under Factor 2, Subfactor 2b and Subfactor 2c are equally weighted.

Under Factor 2, Subfactor 2a is slightly less important than 2b or 2c.

Factor 1 is slightly less important than Factor 2.

Under Factor 1, Subfactor 1a and Subfactor 1b are equally weighted.

Factor 3 is significantly less important than Factor 2.

Under Factor 3, Subfactor 3a and Subfactor 3b are equally weighted.

7. GENERAL TECHNICAL EVALUATION CRITERIA

a. The Offeror's conformance with the specified format and submission requirements will be considered during the technical evaluation. Failure to comply with the format and/or the submission requirements may be seen as indicative of the type of problems that could be expected during contract performance. Lack of conformance could therefore result in a higher risk assessment, in addition to any other impacts on the evaluation. Material omission(s) may cause the technical proposal to be rejected as unacceptable.

~~SPECIAL NOTE: Inaccurate or incomplete past performance data from the Offeror may result in a less than satisfactory past performance/risk assessment rating. Substantial failure(s) and/or material omission(s) under any factor or subfactor may cause the technical proposal to be rejected as unacceptable, as the Government cannot make award based on a proposal that contains deficiencies~~

b. Technical Proposals which do not provide the specified information in the specified location in accordance with the submission instructions in Section 00110 may be downgraded.

c. Proposals which are generic, vague, or lacking in detail may be downgraded.

d. Any prescribed page and formatting limitations will be strictly adhered to and enforced by the Government. The Government will not evaluate any excess information resulting from the Offeror's failure to comply with the submission instructions. Examples: If an Offeror were to submit three pages in response to an item with a two-page limitation, the information on the first two pages would be evaluated but the information on the third page would not be evaluated. If an Offeror were to submit a fold-out sheet (11x17) in response to a one-page limitation where fold-out sheets were not specifically authorized, only the information that could reasonably have been submitted on one 8 ½ x 11 inch sheet would be evaluated.

e. The degree of risk to the Government inherent in the Offeror's technical proposal will be a consideration under every evaluation factor/subfactor.

f. The Government cannot make award based on a deficient offer. Therefore, a rating of "Unsatisfactory" or "Fail" under any subfactor will make the offer ineligible for award, unless the Government elects to enter into discussions with that Offeror and all deficiencies are remedied in a revised proposal.

8. SPECIFIC TECHNICAL EVALUATION CRITERIA

FACTOR 1: PROPOSED MANAGEMENT APPROACH

Subfactor 1a, Project Organization and Management

The information submitted under TAB #2 of the Technical Proposal will be evaluated in terms of the degree to which the plan demonstrates the soundness of the Offeror's proposed organization and management structure that will be set up for controlling this project: including lines of authority, accountability, responsibility, integration, communication, and coordination; compliance with the contract requirements pertaining to the Quality Control inspector; means by which quality control will be ensured during the life of the project; facilitation of early identification and resolution of problems; ability to respond promptly to changes; handling of warranty issues; and corporate support.

Scheduling and Phasing of Major Activities

The information submitted under TAB #2 of the Technical Proposal will be evaluated to determine the extent to which it demonstrates the Offeror's understanding of the requirements of this project and the Offeror's ability to schedule and integrate the major construction and closeout activities critical to meeting the contract performance schedule specified in the solicitation. As part of its evaluation, the Government may consider whether the Offeror's management approach to the scheduling/phasing of these major activities appears reasonable, realistic, and achievable. The Government may also

the solicitation. As part of its evaluation, the Government may consider whether the Offeror's management approach to the scheduling/phasing of these major activities appears reasonable, realistic, and achievable. The Government may also consider whether the Offeror's management approach to scheduling/phasing of major activities reflects logical sequencing and progression of activities; inclusion of all of the important features of the work; appropriate milestones; incorporation of time for Government activities such as submittal review and User moves; and appropriate consideration of recognizable constraints, including material and equipment lead times, as well as the impacts on construction activities of adverse weather typical for the construction site. Additionally, the Government may evaluate the Offeror's approach to identifying and correcting slippage in the schedule.

Important Note: Offerors will not receive a higher rating for proposing a performance period shorter than the one that specified in the solicitation; in fact, Offerors may instead receive a lower rating based on Their failure to follow the proper submittal instructions.

FACTOR 2: CONSTRUCTION CAPABILITY

Subfactor 2a, Construction Key Personnel – Experience, Qualifications, & Commitment

The information submitted under TAB #3 will be evaluated in terms of the degree to which it demonstrates compliance with any solicitation requirements pertaining to minimum qualifications for specific positions; and the degree to which it demonstrates that the proposed key personnel have the knowledge, skills, and abilities to perform their duties in a manner that will ensure successful contract completion. The Government will also take into consideration whether the proposed key personnel are actually committed to contract performance and the estimated amount of time key personnel will devote to the proposed effort.

Important Note: Failure to provide a letter of commitment in accordance with the submission instructions may result in a lower rating, based on failure to follow submittal instructions and the increased risk to the Government. However, the omission of the letter by itself will not be considered a deficiency.

Subfactor 2b, Construction Experience

The Government will evaluate the extent to which an Offeror's specific experience (as demonstrated by the referenced projects) is directly related to the work required by the Request for Proposal. Consideration will be given to whether the experience is considered both recent and relevant and whether the Offeror is relying on the specific experience of the proposed project team or its general corporate experience (i.e., projects performed by the Offeror, but not utilizing the project team proposed for the current acquisition.

Subfactor 2c, Construction Past Performance

- (1) For the purpose of the past performance evaluation, Offerors shall be defined as business arrangements and relationships, such as Joint Venture participants, teaming partners, and major subcontractors. The past performance record of each firm in the business arrangement may be evaluated by the Government.
- (2) The Government will consider the information submitted under TAB #4 for recent, relevant projects in conjunction with its evaluation of Construction Past Performance. However, the Government's evaluation is not limited to the information submitted in the Offer.
- (3) The Government will evaluate past performance information to assess the risks associated with each Offeror's likelihood of success in performing the requirements stated in the solicitation. The Government will focus on information that demonstrates quality of performance on recent, relevant contracts.
- (4) The evaluation may take into consideration the Offeror's record of conformance to contract specifications and standards of good workmanship; the Offeror's adherence to contract schedule, including the administrative aspects of performance; and the Offeror's history of reasonable and cooperative behavior, commitment to customer satisfaction, and timely award and management of subcontracts. For Federal contracts, the evaluation may also include the Offeror's history of

- The extent to which SDB concerns are specifically identified;
- The extent of commitment to use SDB concerns (for example, enforceable commitments are weighted more heavily than non-enforceable ones);
- The complexity and variety of the work SDB concerns are to perform; and
- The extent of participation of SDB concerns in terms of the value of the total acquisition.

Note: An offeror not in full compliance with the submission requirement for this subfactor will receive a rating no lower than "Marginal", as long as the Offeror has attempted to respond to the proposal submission requirements. Notwithstanding the above, an Offeror who fails to provide any information at all for evaluation under this subfactor will receive an "Unsatisfactory" rating.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

~~52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)~~

~~(a) Definitions. As used in this provision—~~

~~Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.~~

~~Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).~~

~~(b) Representation. The offeror represents that it—~~

~~() is () is not a historically black college or university,~~

~~() is () is not a minority institution.~~

~~(End of provision)~~

~~52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)~~

~~Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.~~

~~Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.~~

~~If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.~~

~~I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION~~

~~(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.~~

~~(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When~~

~~required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.~~

~~CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed to practice for pricing proposals or accumulating and reporting contract performance cost data.~~

~~(c) Check the appropriate box below:~~

~~(1) Certificate of Concurrent Submission of Disclosure Statement.~~

~~The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.~~

~~(Disclosure must be on Form No. CASB DS 1 or CASB DS 2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose leaf version of the Federal Acquisition Regulation.)~~

~~Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____~~

~~The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.~~

~~(2) Certificate of Previously Submitted Disclosure Statement.~~

~~The offeror hereby certifies that the required Disclosure Statement was filed as follows:~~

~~Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____~~

~~The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.~~

~~(3) Certificate of Monetary Exemption.~~

~~The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.~~

~~(4) Certificate of Interim Exemption.~~

~~The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.~~

~~CAUTION: Offerors currently required to disclose because they were awarded a CAS covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.~~

~~II. COST ACCOUNTING STANDARDS ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE~~

~~If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.~~

~~() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.~~

~~CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS covered prime contract or subcontract of \$25 million or more.~~

~~III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS~~

~~The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.~~

~~() YES () NO~~

~~(End of clause)~~

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A
TERRORIST COUNTRY (MAR 1998)

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

~~52.225-9 BUY AMERICAN ACT BALANCE OF PAYMENTS PROGRAM CONSTRUCTION MATERIALS (FEB 2000)~~

~~(a) Definitions. As used in this clause--~~

~~Component means any article, material, or supply incorporated directly into construction materials.~~

~~Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the~~

~~such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.~~

~~Cost of components means--~~

~~(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty free entry certificate is issued), or~~

~~(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.~~

~~Domestic construction material means--~~

~~(1) An unmanufactured construction material mined or produced in the United States, or~~

~~(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.~~

~~Foreign construction material means a construction material other than a domestic construction material.~~

~~United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.~~

~~(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b) (2) and (b) (3) of this clause.~~

~~(2) This requirement does not apply to the construction material or components listed by the Government as follows:~~

~~NONE~~

~~(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b) (2) of this clause if the Government determines that~~

~~(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of~~

~~foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent.~~

~~(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest, or~~

~~(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.~~

~~(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b) (3) of this clause shall include adequate information for Government evaluation of the request, including~~

~~(A) A description of the foreign and domestic construction materials,~~

~~(B) Unit of measure,~~

~~(C) Quantity,~~

~~(D) Price,~~

~~(E) Time of delivery or availability,~~

~~(F) Location of the construction project,~~

~~(G) Name and address of the proposed supplier, and~~

~~(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b) (3) of this clause.~~

~~(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.~~

~~(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty free certificate may be issued).~~

~~(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.~~

~~(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b) (3) (i) of this clause.~~

~~(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.~~

~~(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:~~

Foreign and Domestic Construction Materials Price Comparison		
Construction material description	Unit of measure	Quantity
Price (dollars) \1\		
Item 1		
Foreign construction material.....		
Domestic construction material.....		
Item 2		
Foreign construction material.....		
Domestic construction material.....		

~~Include all delivery costs to the construction site and any applicable duty (whether or not a duty free entry certificate is issued).~~

~~List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response, if oral, attach summary.~~

~~Include other applicable supporting information.~~

~~(End of clause)~~

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)

- (a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.
- (b) For segment closings, pension plan terminations, or curtailment of benefits, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12) for contracts and subcontracts that are subject to Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99). For contracts and subcontracts that are not subject to CAS, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS-covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.
- (c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.
- (d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(6). The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of FAR 15.408(j).

52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

(End of clause)

52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--INCENTIVE SUBCONTRACTING (OCT 2000)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized NAICS Industry Subsectors, it will receive 0%. Determinations under this paragraph are unilateral decisions made solely at the discretion of the Government.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to _____

Contracting Officer
1325 J Street
Sacramento, California 95814

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)
11			

Item 1:

Foreign construction material....
.....

Domestic construction material...
.....
Item 2:

Foreign construction material....
.....
Domestic construction material...
.....

1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____ /U.S. \$ _____ and expiring with our close of business on _____ [the expiration date],

or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$_____. This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) **Payment Bonds (Standard Form 25-A).** The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) **Additional bond protection.** (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) **Furnishing executed bonds.** The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) **Surety or other security for bonds.** The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) **Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)).** Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

52.236-4 **PHYSICAL DATA (APR 1984)**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions [insert a summary of weather records and warnings].

(c) Transportation facilities [insert a summary of transportation facilities providing access from the site, including information about their availability and limitations]

52.236-13 **ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991)**

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.
- (f) Before commencing the work, the Contractor shall--
- (1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and
 - (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

52.244-2 SUBCONTRACTS (AUG 1998)

- (a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

- (d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

- (2) Is fixed-price and exceeds--

- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

- (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

None

- (f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

negotiation memorandum reflecting--

(vii) A

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

None

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7005 AIRFIELD SAFETY PRECAUTIONS. (DEC 1991)

(a) Definitions. As used in this clause --

(1) "Landing areas means" --

(i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

- (ii) The "clear zone" beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;
- (iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and
- (iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.
- (2) "Safety precaution" areas means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.
- (i) "The approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.
- (A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.
- (B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.
- (ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.
- (iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.
- (A) The inclined plane in each case begins at the edge of the surface.
- (B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the --
- (1) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or
- (2) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.
- (iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)
- (b) General. (1) The Contractor shall comply with the requirements of this clause while --
- (i) Operating all ground equipment (mobile or stationary);
- (ii) Placing all materials; and
- (iii) Performing all work, upon and around all airfields.
- (2) The requirements of this clause are in addition to any other safety requirements of this contract.
- (c) The Contractor shall -
- (1) Report to the Contracting Officer before initiating any work;
- (2) Notify the Contracting Officer of proposed changes to locations and operations;
- (3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is -
- (i) Closed by order of the Contracting Officer; and
- (ii) Marked as provided in paragraph (d)(2) of this clause;

- (4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;
- (5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations -
- (i) Approved by the Contracting Officer;
 - (ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and
 - (iii) Necessary to ensure compliance with the other provisions of this clause; and
- (6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.
- (d) Landing areas. The Contractor shall -
- (1) Place nothing upon the landing areas without the authorization of the Contracting Officer;
 - (2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;
 - (3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;
 - (4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);
 - (5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and
 - (6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.
- (e) Safety precaution areas. The Contractor shall -
- (1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;
 - (2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and
 - (3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

- (a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --
- (1) Furnishing all plant, labor, equipment, appliances, and materials; and
 - (2) Performing all operations required to complete the work in conformity with the drawings and specifications.
- (b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2001) ALTERNATE II (OCT 2001)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small

business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, (iii) Service-disabled veteran-owned small business concerns; HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

- (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through--
- (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

- (1) Assist small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

- (1) the master plan has been approved,
 - (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and
 - (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

ports subject to the fee, are found at 19 CFR Section 24.24., Harbor Maintenance Fee. Additional information may be obtained from local U.S. Customs Service Offices or by writing to the Director, Budget Division, Office of Finance, Room 6328, U.S. Customs Service, 1301 Constitution Avenue, N.W., Washington, D.C. 20229.

52.0236-4901 PARTNERING (MAR 1992)

The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and intended to achieve completion within budget, on schedule, and in accordance with plans and specifications. This partnership would be bilateral in makeup, and participation will be totally voluntary. All costs associated with effectuating this partnership will be agreed to by both parties and will be shared equally by Contractor and Government. To implement this partnership initiative it is anticipated that within 60 days of Notice to Proceed the Contractor's on-site project manager and the Government's Resident/Project Engineer would attend a one or two-day partnership development seminar/team building workshop together with the Contractor's key on-site staff and key Government personnel. Follow-up workshops of one day's duration would be held periodically throughout the duration of the contract as agreed to by the Contractor and the Government.

~~52.0244-4000 SUBSTITUTION OF KEY PERSONNEL, SUBCONTRACTORS OUTSIDE ASSOCIATES OR CONSULTANTS AUG 1997~~

~~In accordance with the Design, Construction, services covered by this contract, any in house personnel of the Contractor, his subcontractors, outside associates or consultants will be limited to the individuals or firms that were specifically identified and agreed to by the Government. The contractor shall obtain the Contracting Officer's approval in writing before making any substitution for these designated in house personnel, subcontractors, associates, or consultants.~~

52.0244-4501 SUBSTITUTION OF KEY PERSONNEL AND SUBCONTRACTORS (JAN 1994)

The Contractor shall be limited to utilizing the key personnel and subcontractors during the performance of this contract which were identified in the Contractor's technical proposal accepted by the Government upon award of the contract unless prior Contracting Officer approval of the substitutions is obtained. The Contractor shall obtain the Contracting Officer's written consent before making any substitutions for key personnel or subcontractors by submitting in writing to the Contracting Officer the reasons for the substitutions and the qualifications of the persons or subcontractors. Provide the same level of detail on credentials and qualifications on the key personnel or subcontractor as was required by the solicitation. The key personnel or subcontractors which are proposed as substitutes must possess equal or greater qualifications than the individuals or subcontractors accepted with the award of the contract at no additional cost to the Government.